



STATE OF IOWA
REQUEST FOR QUOTE

****THIS IS NOT AN ORDER****

RFQ:# 005 0707411021
DATE: 09/19/06
Page: 1 of 4
FUNCTION: New
PHASE: Final
ABOVE RFQ NUMBER MUST APPEAR ON ALL CORRESPONDENCE.
DUE DATE: 2006-09-26
DUE TIME: 15:00:00

CONTACT

BUYER : JEANETTE CHUPP
Jeanette.Chupp@iowa.gov
5152816288

ISSUER : BETTY HAUGER
bhauger@dhs.state.ia.us
7125272449

REQUEST FOR QUOTE (RFQ)

NOTICE: DIRECT ALL QUESTIONS TO THE BUYER LISTED ABOVE. QUOTE DOCUMENTS SUBMITTED IN PAPER FORM MUST BE SIGNED AND ARRIVE IN AN ENVELOPE MARKED WITH THE RFQ NUMBER AND DUE DATE. LATE BIDS WILL NOT BE CONSIDERED. THE STATE RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

RFQ DOCUMENTS MUST BE SENT TO ONE OF THE THREE OPTIONS LISTED BELOW.

1. BUYER'S E-MAIL ADDRESS LISTED ABOVE
2. FAX; 515-242-5974 WITH A COVER SHEET ADDRESSED TO THE BUYER
3. MAIL OR COURIER SERVICE TO THE BUYER AT:
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES ENTERPRISE
HOOVER STATE OFFICE BUILDING, LEVEL A
1305 E. WALNUT STREET
DES MOINES, IA 50319-0105

SOLICITATION DESCRIPTION

Firmware

The bidder accepts the following unless otherwise specified:	Approved By: Name	
FOB	Company	
Payment terms	Address	
Bid is valid for 90 Days	City, St, Zip	
Delivery Date	Phone	
FEIN #	Fax	



STATE OF IOWA
REQUEST FOR QUOTE

****THIS IS NOT AN ORDER****

RFQ:# 005 0707411021
DATE: 09/19/06
Page: 2 of 4
FUNCTION: New
PHASE: Final
ABOVE RFQ NUMBER MUST APPEAR ON ALL CORRESPONDENCE.
DUE DATE: 2006-09-26
DUE TIME: 15:00:00

LINE NO	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST	EXT COST / CONTRACT AMT
1	80.00000	EA	93817	\$ \$0.00	\$ \$0.00

Controlling, Indicating, and Recording Instruments and Suppl

Siemen's No. 545-486, Apogee 2.7 Firmware Flashes for cabinets or acceptable alternate compatible with existing Building Programs and Protocols

Please review the attached specification package, then complete and return the 1-Page Request for Quote Form.

BILL TO : GLENWOOD RESOURCE CENTER #91

DEPT OF HUMAN SERVICES
711 S VINE
GLENWOOD, IA 51534

FOB

SHIP TO : GLENWOOD RESOURCE CENTER #91

DEPT OF HUMAN SERVICES
711 S VINE
GLENWOOD, IA 51534

DELIVERY DATE: 11/01/06
DELIVERY TYPE:



STATE OF IOWA
REQUEST FOR QUOTE

RFQ:# 005 0707411021

****THIS IS NOT AN ORDER****

DATE: 09/19/06
Page: 3 of 4
FUNCTION: New
PHASE: Final

ABOVE RFQ NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

DUE DATE: 2006-09-26

DUE TIME: 15:00:00

TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.



STATE OF IOWA
REQUEST FOR QUOTE

****THIS IS NOT AN ORDER****

RFQ:# 005 0707411021

DATE: 09/19/06

Page: 4 of 4

FUNCTION: New

PHASE: Final

ABOVE RFQ NUMBER MUST APPEAR ON ALL CORRESPONDENCE.

DUE DATE: 2006-09-26

DUE TIME: 15:00:00

TERMS AND CONDITIONS

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes

The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

REQUEST FOR QUOTE FORM

Quote Number 0707411021

Quotations are due on or before

3:00 P.M., September 26, 2006



Iowa Department of
Administrative Services
General Services Enterprise

Quotes must be submitted in hard-copy
via mail, or fax #515-242-5974

Quote Form Page 1
Purchasing Agent: Jeanette Chupp

- 1.) Review the attached entire quote specification package
- 2.) Complete and return this 1-page "Request for Quote" Form, and the specification/drawing of the product offered via U.S. Mail or FAX #515-242-5974

**Quantity: 80 each, Siemen's Item #545-486, Apogee 2.7 Firmware Flash
(Revision 2.2 English Firmware Upgrade, Revision 2.x to 2.2)**

per the attached specifications.....\$_____ each X 80 = \$_____

Specify Product Offered:

Manufacturer Name:_____, Item No.:_____

Mfg. Warranty: _____ years

Apogee 2.7 Firmware Flash

Revision 2.2 English Firmware Upgrade, Revision 2.x to 2.2

Quantity: 1 Each.... Delivery Charge.... ,,,,,,,,,,,,,,,,,, \$_____
for 30 day delivery in one (1) complete shipment.

Total Delivered Price..... \$_____

Complete Vendor Information below:

Authorizing Signature:_____

Print Authorizing Signature Name:_____

Company Name Typewritten:_____

Mailing Address:_____

Phone:_____ FAX:_____

E-Mail Address:_____

Payment Terms for State of Iowa Purchase Order: _____ Net ____ days.

Federal Employment Identification Number:_____

Delivery will be made in one (1) shipment within ____ calendar days after receipt of order

1. SCOPE OF THE WORK

It is the intent of the State of Iowa to enter into a contract for the provision and delivery of the following item which is compatible with existing programs and protocols of the current Building Technology Systems operating at the Glenwood Resource Center.

Note: We reserve the right to request an actual sample of the products offered at no-charge, for evaluation, prior to award of a resulting contract.

- A. **Siemens Product No. 545-486**, or acceptable alternate.
Apogee 2.7 Firmware Flash
Revision 2.2 English Firmware Upgrade, Revision 2.x to 2.2
- B. **Delivery**
Delivery shall be made for each order in one (1) complete shipment.
Partial Shipments shall not be accepted.
- C. Order **Shipping / Billing Address** shall be:
Glenwood Resource Center, 711 South Vine, Glenwood, Iowa, 51534
Attn: Betty Hauger, phone 712-527-4811

2. **UNIT PRICING TO FACILITATE PROJECT REVISIONS**

The Vendor shall supply their itemized quote on the enclosed "Request for Quote" Form. Vendor forms shall not be accepted. Itemized unit pricing shall facilitate any changes, additions or deletions.

3. **OPEN COMPETITION**

Where, in these specifications, reference is made to materials, trade names, or articles of certain manufacture, it is done for the purpose of establishing a base of comparative quality, type and style, and not for the purpose of limiting competition. Other items may be used, if in the sole opinion of the State of Iowa, they are equal, and of a design in harmony with the intent of these specifications to be compatible with existing procedures and protocols. It is NOT intended that this specification preclude improvement in design/performance which exceeds the minimum requirements specified herein.

4. **PRODUCTS**

All manuals shall be the current published version. "Seconds" or used products shall not be accepted for this specific project.

5. **QUOTE FORM**

Each quote shall be submitted on the **Request for Quote Form** (1-Page) supplied by the Iowa Department of Administrative Services, General Services Enterprise.

Attn: Quotes shall not be accepted on Vendor Forms.

6. **TAXES**

The State of Iowa is exempt from state & local Sales & Use Taxes for this purchase. Taxes shall not be included in your bid response pricing.

7. **WITHDRAWAL PERIOD**

No Vendor may withdraw a quote within thirty (30) days after quote opening date.

8. **INFORMALITIES**

The State reserves the right to waive informalities and reject any or all quotes.

9. **ADDENDA, INTERPRETATIONS**

No interpretation of the meaning of the drawings, specifications, or quote documents shall be made to any Vendor orally. Every request for interpretation shall reference the Request for Quote Number, and be made in writing, addressed to Jeanette Chupp, Purchasing Agent III (E-Mail: Jeanette.Chupp@iowa.gov) and to be given consideration must be received at least five (5) calendar days prior to the quote due date. Any and all pertinent interpretations and supplemental instructions shall be made in the form of written addenda. Addenda shall be released to all Vendors and acknowledgment of receipt of any addenda shall be indicated on the "Request for Quote Form". All addenda issued shall become part of the contract documents.

10. **VENDOR DUTIES**

Provision of a quote warrants the Vendor has read and completely understands the quote documents and has based the quote upon the materials described herein.

11. **WARRANTIES**

The Vendor unconditionally warrants the manuals supplied for a period of 1 year. Warranty shall be in accordance with the terms of the Uniform Commercial Code.

12. **ASSIGNMENT**

Any contract resulting from this quote shall not be assigned or transferred by either party, without the prior written consent of the other party.

13. **REJECTION OF QUOTES**

The State of Iowa reserves the right to accept or reject any or all quotes, and to waive irregularities or technicalities, provided such waiver does not substantially change the offer.

14. **CONFLICTS BETWEEN TERMS**

The State of Iowa, reserves the right to accept or reject any exception taken by the Vendor to the terms and conditions of this Request for Quote Form. This Quote, and the resulting contract and activities, shall be construed in accordance with the laws of the State of Iowa. When differences exist between federal and state statutes and regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the State of Iowa.

Any action relating to a resulting contract shall ONLY be commenced in the Polk County, Iowa, District Court, or the United States District Court for the Southern District of Iowa.

15. **SIGNATURE**

The quote made by technical submittal, and clarifications to that submittal, shall be signed by an officer, or designated agent empowered to bind the firm in contract.

16. **PUBLIC INSPECTION**

The laws of the State of Iowa require at the conclusion of the selection process, an Abstract listing all quote pricing and the contents of all quotes be placed in the public domain and be open to inspection by all interested parties.

17. **WITHDRAWAL OF QUOTES**

Quotes may be withdrawn anytime prior to the scheduled closing time for receipt of quotes. No quotes shall be modified or withdrawn for a period of thirty (30) calendar days thereafter.

18. **DISPOSITION OF QUOTES**

All quotes become the property of the State and shall not be returned to the Vendor.

19. **FORMATION OF AGREEMENT**

At its option, the State of Iowa may accept your quote as written, by issuing a purchase order or contract which refers to this quote, and accepts your quote as submitted. Because the State of Iowa may use the alternative described above, each Vendor shall include in their written quote, all requirements, terms or conditions it may have, and shall not assume that an opportunity will exist to add such matters after the quote has been submitted.

20. **REMEDIES UPON DEFAULT**

In any case where the Vendor has failed to deliver, or had delivered non-conforming goods or services, the State of Iowa shall provide a cure notice. If after such notice, the Vendor continues to be in default, the Iowa Dept. of Administrative Services, General Services Enterprise may procure goods or services and substitution from another source, and charge the difference between the contract price, and the market price, to the defaulting vendor. The Attorney General shall be required to make collection from the defaulting vendor. The Vendor shall not be considered to be in default under a resulting contract, if the performance is delayed or made impossible by an act of God, floods, fires, or strikes, and similar events. In each case, the delay or impossibility must be beyond the control and without the fault or negligence of the Vendor. In the event that the State obtains a money judgment, as a result of a breach of a resulting contract, the Vendor consents to such judgment being set-off against all moneys owed the Vendor by the State of Iowa.

21. **PAYMENT TERM**

Prepayment shall not be made for any product or service requested herein. Payment is normally processed 30 to 45 days after delivery/receipt of invoice. In accordance with Iowa Code Section 421.40, the State shall not pay claims for interest on any purchase until the balance remains unpaid sixty (60) days following receipt of the claim or satisfactory delivery. Interest shall then be paid at a rate not to exceed one (1) percent per month on the unpaid balance. The Vendor may indicate payment terms on the quote form, however, that term of payment must allow for the provisions of the Iowa Code Section 421.40.

22. **MISCELLANEOUS**

If any provision of a resulting contract is held to be invalid, or unenforceable, the remainder of the resulting contract shall be valid and enforceable. The Vendor shall not assign its obligations under a resulting contract. All products shall be "new" (not used, re-manufactured or re-worked), and the latest manufacturer's model.

23. **ACCOUNTABLE GOVERNMENT ACT**

In compliance with the Accountable Government Act, the Vendor shall at all times maintain ethical, professional and superior customer service. If a written complaint is

received by the Iowa Department of Administrative Services concerning unethical/unprofessional/sub-standard customer service, sub-standard materials or inaccurate invoicing, it shall be promptly forwarded in writing to the Vendor for resolution. In the event the complaint is not professionally addressed and resolved to the satisfaction of the Glenwood Resource Center within 15-working days after written receipt by the Vendor, a monetary deduction may be made from any outstanding vendor invoice in the amount necessary to resolve the issue.

24. IMMUNITY FROM LIABILITY / INDEMNIFICATION

Every person who is a party to this quote is hereby notified and agrees the State of Iowa is immune from liability and suit for or from Vendor's activities involving third parties and arising from this quote. The Vendor agrees to jointly and severally indemnify and hold the State of Iowa, its successors and assigns, harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the selected Vendor to fully perform and comply with the terms and obligations of a resulting contract.

25. TERMINATION

The State of Iowa shall have the option to terminate the resulting contract with 30 days advance written notice, without cause.

Notwithstanding any other provisions of this agreement, if funds anticipated for the continued fulfillment of the Agreement are, at any time, not forthcoming or are insufficient, either through the failure of the State to appropriate funds, or through discontinuance or material alteration of the program for which funds were provided, the State shall give the Vendor written notice as soon as practicable documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Agreement shall terminate on the last day of the fiscal year for which appropriations were available. However, in the event that an appropriation or other funding to cover the cost of this Agreement becomes available within sixty (60) days subsequent to termination under this section, the State agrees to re-enter the Agreement with the terminated Vendor under the same provisions, terms and conditions.

26. VENDOR QUALIFICATIONS IMPORTANT – Register NOW !

Prior to execution of a contract the successful Vendor shall be qualified to do business in the State of Iowa. To qualify, the successful Vendor shall register as a Vendor with the Iowa Department of Administrative Services, General Services Enterprise (web site <http://das.gse.iowa.gov/iowapurchasing> and "click" on Vendor Registration Process and Forms).

27. AWARD OF IMMEDIATE PURCHASE

One (1) award shall be made on an all-or-none basis to the Vendor who offers the lowest quoted pricing which is compliant with the requirements of these specifications.

28. IMPORTANT:

EACH VENDOR'S QUOTE RESPONSE PACKAGE SHALL INCLUDE:

- A. Request for Quote Form, (1-Page) completed and signed in the manner requested with pricing provided in U.S. Dollars.

B. **Manufacturer's Specifications/Drawing** of the specific products offered.

Quote Response Packages shall be returned on or before 3:00 P.M., on the quote due date, to the State of Iowa, Department of Administrative Services, General Services Enterprise, Hoover State Office Bldg.–Level A, 1305 East Walnut Street, Des Moines, Iowa, 50319-0105, via mail or via **FAX #515-242-5974.**

NOTE: Late quotes and quotes on Vendor Forms shall not be accepted.

This quote form is also available at the following web-site address:
<http://bidopportunities.iowa.gov>,
just click on "View Hosted Bids", then on RFQ0707411021